

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

----- X
KATHY CAMACHO, et. al.,

Plaintiffs,

**STIPULATION AND
ORDER OF DISMISSAL**

-against-

19 CV 11096 (DLC)

THE CITY OF NEW YORK, et. al.,

Defendants.
----- X

WHEREAS, the parties have reached a settlement agreement and now desire to resolve the remaining issues raised in this litigation, without further proceedings and without admitting any fault or liability;

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by and between the undersigned, that

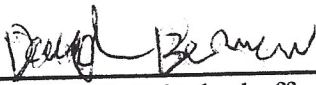
1. The above-referenced action is hereby dismissed with prejudice; and

2. Notwithstanding the dismissal of this action in accordance with this agreement, the District Court shall continue to maintain jurisdiction over this action for the purpose of enforcing the terms of the settlement agreement reached between the parties and set forth in the Stipulation of Settlement executed by the parties in this matter.

Dated: New York, New York
~~December~~ 19, 2020
February

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By:


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100 Church Street, 3rd Floor
New York, New York 10007

By:


Mark D. Zuckerman
Senior Counsel

SO ORDERED: 2.22.2021


DENISE COTE
United States District Judge

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

----- X
KATHY CAMACHO, et. al.,

Plaintiffs,

**STIPULATION OF
SETTLEMENT**

-against-

19 CV 11096 (DLC)

THE CITY OF NEW YORK, et. al.,

Defendants.
----- X

WHEREAS, plaintiffs commenced this action by filing a complaint on or about December 3, 2019, and an amended complaint on or about February 14, 2020, alleging that the defendants violated plaintiffs' federal civil rights and state common law rights; and

WHEREAS, defendants denied any and all liability arising out of plaintiffs' allegations; and

WHEREAS, the parties now desire to resolve the issues raised in this litigation, without further proceedings and without admitting any fault or liability; and

WHEREAS, plaintiffs have authorized their counsel to settle this matter on the terms set forth below;

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by and between the undersigned, as follows:

1. The above-referenced action is hereby dismissed against defendants, with prejudice, and without costs, expenses, or attorneys' fees except as specified in paragraph "2-7" below.

2. Defendant City of New York hereby agrees to pay plaintiff Kathy Camacho the sum of Sixty Thousand (\$60,000.00) Dollars, in full satisfaction of all claims,

including claims for costs, expenses and attorneys' fees. In consideration for the payment of this sum, plaintiff Kathy Camacho agrees to the dismissal of all the claims against the defendants and to release defendants City of New York, Paul Smith, Ashley Reed, Joseph Coscio, Scott Ambrose, Cecil Phillips, Epifanio Vasquez, Christina Brewley, Donnya Spry, Debra Golub, Jeffrey Rios, Steven DeJesus and Lamont Brown; their successors or assigns; and all past and present officials, employees, representatives, and agents of the City of New York or any entity represented by the Office of the Corporation Counsel, from any and all liability, claims, or rights of action alleging a violation of plaintiff Kathy Camacho's civil rights and any and all related state law claims, from the beginning of the world to the date of the General Release, including claims for costs, expenses, and attorneys' fees.

3. Defendant City of New York hereby agrees to pay plaintiff Cynthia Neat the sum of Sixty Thousand (\$60,000.00) Dollars, in full satisfaction of all claims, including claims for costs, expenses and attorneys' fees. In consideration for the payment of this sum, plaintiff Cynthia Neat agrees to the dismissal of all the claims against the defendants and to release defendants City of New York, Paul Smith, Ashley Reed, Joseph Coscio, Scott Ambrose, Cecil Phillips, Epifanio Vasquez, Christina Brewley, Donnya Spry, Debra Golub, Jeffrey Rios, Steven DeJesus and Lamont Brown; their successors or assigns; and all past and present officials, employees, representatives, and agents of the City of New York or any entity represented by the Office of the Corporation Counsel, from any and all liability, claims, or rights of action alleging a violation of plaintiff Cynthia Neat's civil rights and any and all related state law claims, from the beginning of the world to the date of the General Release, including claims for costs, expenses, and attorneys' fees.

4. Defendant City of New York hereby agrees to pay plaintiff DaQuana McCall the sum of Sixty Thousand (\$60,000.00) Dollars, in full satisfaction of all claims, including claims for costs, expenses and attorneys' fees. In consideration for the payment of this sum, plaintiff DaQuana McCall agrees to the dismissal of all the claims against the defendants and to release defendants City of New York, Paul Smith, Ashley Reed, Joseph Coscio, Scott Ambrose, Cecil Phillips, Epifanio Vasquez, Christina Brewley, Donnya Spry, Debra Golub, Jeffrey Rios, Steven DeJesus and Lamont Brown; their successors or assigns; and all past and present officials, employees, representatives, and agents of the City of New York or any entity represented by the Office of the Corporation Counsel, from any and all liability, claims, or rights of action alleging a violation of plaintiff DaQuana McCall's civil rights and any and all related state law claims, from the beginning of the world to the date of the General Release, including claims for costs, expenses, and attorneys' fees.

5. Defendant City of New York hereby agrees to pay plaintiff Derick Mason the sum of Fifty Seven Thousand (\$57,000.00) Dollars, in full satisfaction of all claims, including claims for costs, expenses and attorneys' fees. In consideration for the payment of this sum, plaintiff Derick Mason agrees to the dismissal of all the claims against the defendants and to release defendants City of New York, Paul Smith, Ashley Reed, Joseph Coscio, Scott Ambrose, Cecil Phillips, Epifanio Vasquez, Christina Brewley, Donnya Spry, Debra Golub, Jeffrey Rios, Steven DeJesus and Lamont Brown; their successors or assigns; and all past and present officials, employees, representatives, and agents of the City of New York or any entity represented by the Office of the Corporation Counsel, from any and all liability, claims, or rights of action alleging a violation of plaintiff Derick Mason's civil rights and any and all related state

law claims, from the beginning of the world to the date of the General Release, including claims for costs, expenses, and attorneys' fees.

6. Defendant City of New York hereby agrees to pay plaintiff Justine Rodriguez the sum of Fifty Seven Thousand (\$57,000.00) Dollars, in full satisfaction of all claims, including claims for costs, expenses and attorneys' fees. In consideration for the payment of this sum, plaintiff Justine Rodriguez agrees to the dismissal of all the claims against the defendants and to release defendants City of New York, Paul Smith, Ashley Reed, Joseph Coscio, Scott Ambrose, Cecil Phillips, Epifanio Vasquez, Christina Brewley, Donnya Spry, Debra Golub, Jeffrey Rios, Steven DeJesus and Lamont Brown; their successors or assigns; and all past and present officials, employees, representatives, and agents of the City of New York or any entity represented by the Office of the Corporation Counsel, from any and all liability, claims, or rights of action alleging a violation of plaintiff Justine Rodriguez's civil rights and any and all related state law claims, from the beginning of the world to the date of the General Release, including claims for costs, expenses, and attorneys' fees.

7. Defendant City of New York hereby agrees to pay plaintiff Nicole Fludd the sum of Fifty Seven Thousand (\$57,000.00) Dollars, in full satisfaction of all claims, including claims for costs, expenses and attorneys' fees. In consideration for the payment of this sum, plaintiff Nicole Fludd agrees to the dismissal of all the claims against the defendants and to release defendants City of New York, Paul Smith, Ashley Reed, Joseph Coscio, Scott Ambrose, Cecil Phillips, Epifanio Vasquez, Christina Brewley, Donnya Spry, Debra Golub, Jeffrey Rios, Steven DeJesus and Lamont Brown; their successors or assigns; and all past and present officials, employees, representatives, and agents of the City of New York or any entity represented by the Office of the Corporation Counsel, from any and all liability, claims, or rights

of action alleging a violation of plaintiff Nicole Fludd's civil rights and any and all related state law claims, from the beginning of the world to the date of the General Release, including claims for costs, expenses, and attorneys' fees.

8. Plaintiffs shall execute and deliver to the defendants' attorney all documents necessary to effect this settlement, including, without limitation, General Releases based on the terms of paragraphs 2-7 above and Affidavits of Status of Liens. Prior to tendering the requisite documents to effect this settlement, Medicare-recipient plaintiffs must obtain and submit a final demand letter from Medicare for the reimbursement of any conditional payments made by Medicare for any injury or condition that is the subject of this lawsuit. A Medicare Set-Aside Trust may also be required if future anticipated medical costs are found to be necessary pursuant to 42 U.S.C. § 1395y(b) and 42 C.F.R. §§ 411.22 through 411.26.

9. Nothing contained herein shall be deemed to be an admission by the defendants that they have in any manner or way violated plaintiffs' rights, or the rights of any other person or entity, as defined in the constitutions, statutes, ordinances, rules or regulations of the United States, the State of New York, or the City of New York or any other rules or regulations of any department or subdivision of the City of New York. This stipulation shall not be admissible in, nor is it related to, any other litigation or settlement negotiations, except to enforce the terms of this agreement.

10. Nothing contained herein shall be deemed to constitute a policy or practice of the City of New York or any agency thereof.

11. Plaintiffs agree to hold harmless the City of New York regarding any liens or past and/or future Medicare payments, presently known or unknown, in connection with this matter. If conditional and/or future anticipated Medicare payments have not been satisfied, the

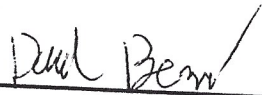
City of New York reserves the right to issue a multiparty settlement check naming Medicare as a payee or to issue a check to Medicare directly based upon Medicare's final demand letter.

12. This Stipulation of Settlement contains all the terms and conditions agreed upon by the parties hereto, and no oral agreement entered into at any time nor any written agreement entered into prior to the execution of this Stipulation of Settlement regarding the subject matter of the instant proceeding shall be deemed to exist, or to bind the parties hereto, or to vary the terms and conditions contained herein.

Dated: New York, New York
~~December~~ 19, 2020 /
January

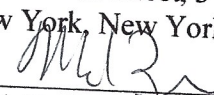
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So ordered. 2.22.2021


DENISE COTE
United States District Judge